



## **NOTICE**

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Mary F. Parker  
City Clerk



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***JANUARY 2, 2001  
12:15 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order--Roll Call.**

A communication from the City Attorney requesting a Closed Meeting to consult with legal counsel on a matter of actual litigation, pursuant to Section 2.1-344 (A)(7), Code of Virginia (1950), as amended.

A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.

A communication from the Honorable C. Nelson Harris, Chair, City Council Personnel Committee, requesting a Closed Meeting to discuss the performance of three Council-Appointed Officers, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended.

**CERTIFICATION OF CLOSED SESSION.**

**THE MEETING OF ROANOKE CITY COUNCIL WILL BE  
DECLARED IN RECESS TO BE RECONVENED AT 2:00 P.M.**



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***JANUARY 2, 2001  
2:00 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order -- Roll Call.**

The Invocation will be delivered by Council Member C. Nelson Harris.

The Pledge of Allegiance to the Flag of the United States of America will be led by Mayor Ralph K. Smith.

Welcome. Mayor Smith.

**NOTICE:**

Meetings of Roanoke City Council are televised live on RVTv Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, January 4, 2001, at 7:00 p.m., and Saturday, January 6, 2001, at 4:00 p.m.

## **ANNOUNCEMENTS:**

**THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.**

**THE CITY CLERK'S OFFICE NOW PROVIDES THE ENTIRE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT [WWW.CI.ROANOKE.VA.US](http://WWW.CI.ROANOKE.VA.US), CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.**

**ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO COUNCIL CHAMBER.**

## **CONSENT AGENDA**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

- C-1 Minutes of the regular meetings of City Council held on Monday, July 3, 2000, Monday, July 17, 2000; and the Planning Retreat held on July 20 - 21, 2000.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the City Manager requesting that Council schedule a public hearing with regard to Victory Stadium for Monday, January 29, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chamber.

RECOMMENDED ACTION: Concur in request.

- C-3 A communication from the City Manager requesting that the City Clerk be authorized to advertise a public hearing with regard to I-73 for Tuesday, January 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chamber.

RECOMMENDED ACTION: Concur in request.

- C-4 Minutes of the Audit Committee meeting which was held on Monday, December 4, 2000.

RECOMMENDED ACTION: Receive and file.

- C-5 Minutes of the Greater Roanoke Transit Company Audit Committee meeting which was held on Monday, December 4, 2000.

RECOMMENDED ACTION: Receive and file.

- C-6 Qualification of the following persons:

Elizabeth Neu as a City representative to fill the unexpired term of Phillip F. Sparks, resigned; and William D. Bestpitch as a City representative to fill the unexpired term of James O. Trout, deceased, to Virginia's First Regional Industrial Facility Authority ending September 24, 2002; and

Elizabeth Neu as a member of the Economic Development Commission, to fill the unexpired term of Phillip F. Sparks, resigned, ending June 30, 2001.

RECOMMENDED ACTION: Receive and file.

### **REGULAR AGENDA**

**3. HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.**

**4. PETITIONS AND COMMUNICATIONS: NONE.**

**5. REPORTS OF OFFICERS:**

a. CITY MANAGER:

**BRIEFINGS:**

1. Briefing with regard to the National Pollution Discharge Elimination System, Phase II. (30 minutes)

**ITEMS RECOMMENDED FOR ACTION:**

2. A communication recommending participation in the Statewide Mutual Aid Agreement and authorization to execute any required documents.
3. A communication recommending authorization to extend the contract with the Roanoke Neighborhood Development Corporation for an additional six months as provided in the original contract.

b. DIRECTOR OF FINANCE:

1. Financial report for the month of November, 2000.

**6. REPORTS OF COMMITTEES: NONE.**

**7. UNFINISHED BUSINESS: NONE.**

**8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

- a. Ordinance No. 35176, on second reading, permanently vacating, discontinuing and closing a certain section of Edge Hill Avenue, S. E., extending in a westerly direction from 19<sup>th</sup> Street, for an approximate distance of 210 feet to the intersection with 18<sup>th</sup> Street.
- b. Ordinance No. 35177, on second reading, authorizing the granting of an easement across City-owned property located at 5<sup>h</sup> Street and Luck Avenue, S. W., to Cox Communications, Inc., for installation of a concrete pad and electrical equipment cabinet to provide telecom circuit protection, upon certain terms and conditions.
- c. Ordinance No. 35178, on second reading, authorizing the donation and conveyance of a 15-foot easement across City-owned property known as the Lincoln Terrace Elementary School site to Verizon, for installation of underground facilities, upon certain terms and conditions.
- d. Ordinance No. 35179, on second reading, granting a revocable license to permit the construction and encroachment of a paved parking area 25-feet into the public right-of-way in front of the property located at 1313 Peters Creek Road, N. W., identified as Official Tax No. 2770604, upon certain terms and conditions.
- e. Ordinance No. 35180, on second reading, authorizing the proper City officials to enter into a lease agreement between the City and Sandra Rouse, for use of a 12.17-acre tract of land for agricultural purposes, upon certain terms and conditions.

## **9. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.
- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

## **10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:**

**CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED, WITHOUT OBJECTION, IMMEDIATELY, FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.**

**THE MEETING OF ROANOKE CITY COUNCIL WILL STAND IN RECESS UNTIL TUESDAY, JANUARY 8, 2001, AT 12:00 NOON, AT WHICH TIME CITY COUNCIL IS SCHEDULED TO HOST A WORK SESSION WITH ELECTED-OFFICIALS FROM SURROUNDING LOCALITIES, IN FITZPATRICK HALL, AT THE JEFFERSON CENTER, 541 LUCK AVENUE, S. W., CITY OF ROANOKE.**



January 2, 2001

Honorable Ralph K. Smith, Mayor, and Members of City Council  
Roanoke, Virginia

Dear Mayor and Members of Council:

Subject:   Statewide Mutual Aid Program

**Background:** During times of disaster, localities throughout the state have relied on assistance from other jurisdictions in responding to emergency situations. Localities have loaned both equipment and personnel to deal with forest fires, chemical spills, flooding and weather related disasters, but financial cost and liability issues have often delayed or even prevented sharing of resources. Additionally, the formal mutual aid agreements which do exist generally pertain to public safety issues, even though most major disasters require a wide range of response, such as solid waste vehicles, real estate assessors, engineers, building officials and utility crews.

To address these issues, the Virginia Department of Emergency Management developed a Statewide Mutual Aid Program which was approved by the General Assembly in its 2000 session. The program will resolve liability and reimbursement issues up front, before a disaster, and allow two or more localities to enter into a mutual aid agreement or contract quickly. Governing bodies enter into an Authorizing Resolution, which remains in effect for one year, and is automatically renewed for successive one-year terms. The resolution addresses liability issues and establishes simple procedures to assure proper reimbursement and auditing. The program will not interfere with any mutual aid already in existence, but will provide additional protection. It is also entirely voluntary, so that local governments can make the decision about which resources, if any, are available during a particular event. To be eligible for assistance under this program, however, a locality must have approved an Authorizing Resolution before an emergency situation occurs.

Staff from the four Roanoke Valley governments (the cities of Roanoke and Salem, Roanoke County and the town of Vinton), including representatives from public safety and public works agencies, have met to review the plan. The staff was enthusiastic, and recommended that each jurisdiction participate in the program. Additionally, the staff recommended that if any one of the four governments receives a request under the program, it should immediately be referred to the other three for additional assistance. The Roanoke Valley would then work together to ensure that resources are not depleted in any one of the four localities.

The agreement helps to assure that deployment will be cost-effective and establishes procedures to assure proper and maximum reimbursement and that necessary records are maintained for auditing purposes. Upon deployment, guidance and assistance with implementation and reimbursement is available through VDEM.

**Fiscal Impact:** There is no fiscal impact to approving the Authorizing Resolution, and the program is entirely voluntary. In most cases, any government providing assistance during a declared disaster will be reimbursed for expenses incurred in helping other jurisdictions, either by that jurisdiction, or the state or federal government.

**Recommended Action:** City Council agree to participate in the Statewide Mutual Aid Agreement and authorize the City Manager to sign any documents as required.

Respectfully submitted,

Darlene L. Burcham  
City Manager

Attachment

c: Mary F. Parker, City Clerk  
William M. Hackworth, City Attorney  
James D. Grisso, Director of Finance  
James D. Ritchie, Deputy City Manager  
Wanda B. Reed, Emergency Management Coordinator

Report #01-02

## STATEWIDE MUTUAL AID FOR EMERGENCY MANAGEMENT RESOLUTION

WHEREAS, the Commonwealth of Virginia Emergency Services and Disaster Law of 2000, as amended, (Title 44, Chapter 3.2 of the Virginia Code) authorizes the Commonwealth and its political subdivisions to provide emergency aid and assistance in the event of a major disaster; and

WHEREAS, the statutes also authorize the State Emergency Operations Center to coordinate the provision of any equipment, services, or facilities owned or organized by the Commonwealth or its political subdivisions for use in the affected area upon request of the duly constituted authority of the area; and

WHEREAS, this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual aid in accordance with Title 44, Chapter 3.2 of the Code of Virginia among political subdivisions, other authorized entities and officers within the Commonwealth;

NOW, THEREFORE, the City Manager is authorized to execute for and on behalf of the City, upon form approved by the City Attorney, this resolution. City Council resolves that the City of Roanoke shall have the authority to participate in Statewide Mutual Aid in the event of emergency or disaster in accordance with the following terms and conditions, which shall be in the nature of a compact and agreement among participating entities which have adopted similar executive orders, ordinances or resolutions. This Statewide Mutual Aid program may include requests for and provision of personnel, equipment, materials, and other forms of assistance, or any combination of assistance, to any entity within the Commonwealth, pursuant to the following terms and conditions:

### SECTION 1. DEFINITIONS

- A. "EVENT AGREEMENT" – a contract between two member political subdivisions entered into at the time of emergency in which the Assisting Party agrees to provide specified resources to the Requesting Party under the terms and conditions specified in the Agreement.
- B. "REQUESTING PARTY" – the member political subdivision requesting aid in the event of an emergency or disaster and participating in the Statewide Mutual Aid Program pursuant to the terms and conditions of this Resolution.
- C. "ASSISTING PARTY" – the member political subdivision furnishing equipment, services and/or manpower to the requesting party, and participating in the Statewide Mutual Aid Program ("the Program") pursuant to terms consistent with those in this Resolution.
- D. "AUTHORIZED REPRESENTATIVE" – an officer or employee of a member political subdivision authorized in writing by that entity to request, offer, or provide assistance under the terms of this Resolution.
- E. "DEPARTMENT" – the Department of Emergency Management.
- F. "EMERGENCY" – any occurrence, or threat thereof, whether natural, or caused by man, in war or in peace, which results or may result in substantial injury or harm to the population, substantial damage to or loss of property, or substantial harm to the environment.

- G. "DISASTER" – any natural, technological, or civil emergency that causes damage of sufficient severity and magnitude to result in a declaration of a state of emergency by the Governor or the President of the United States.
- H. "IMPLEMENTATION GUIDEBOOK" – Guidance document promulgated by the Department to assist member political subdivisions with Statewide mutual aid activities, to provide procedures and minimum standards for participation, and to provide for compliance with state and federal reimbursement requirements.
- I. "MAJOR DISASTER" – a disaster which is likely to clearly exceed capabilities and require a broad range of state and federal assistance.
- J. "MEMBER POLITICAL SUBDIVISION" – any political subdivision or authorized officer or agency within the Commonwealth of Virginia which maintains its own emergency services organization and plan and which enacts an ordinance or resolution or promulgates an executive order with terms substantially similar to those set out in this Resolution, authorizing Statewide mutual aid pursuant to Title 44 of the Virginia Code.
- K. "STATE EOC" – the Virginia Emergency Operations Center from which assistance to localities is coordinated when local emergency response and recovery resources are overwhelmed. This facility is operated by the Virginia Department of Emergency Management.

## SECTION 2. PROCEDURES FOR PROVISION OF MUTUAL AID

When a member political subdivision either becomes affected by, or is under imminent threat of an emergency or disaster and, as a result, has officially declared an emergency, it may request emergency-related mutual aid assistance by; (1) submitting a Request for Assistance to an Assisting Party or to the State EOC, or (2) orally communicating a request for mutual aid assistance to an Assisting Party or to the State EOC, followed as soon as practicable by written confirmation of the request. Mutual aid shall not be requested by a member political subdivision unless resources available within the stricken area are deemed to be inadequate. All requests for mutual aid must be transmitted by the Authorized Representative of the member political subdivision or the Director of Emergency Management. No member political subdivision shall be required to provide mutual aid unless it determines that it has sufficient resources to do so.

- A. REQUESTS DIRECTLY TO ASSISTING PARTY: The Requesting Party may directly contact the Authorized Representative of the Assisting party and provide the information in the Request Form prescribed in the SMA Implementation Guidebook. Each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement. The Requesting Party shall be responsible for keeping the State EOC advised of the status of mutual aid activities.
- B. REQUESTS ROUTED THROUGH, OR ORIGINATING FROM THE STATE EOC: The Requesting Party may directly contact the State EOC, in which case it shall provide the information in the Request Form in the SMA Implementation Guidebook. The State EOC may then contact other member political subdivisions on behalf of the Requesting Party. Once identified, each Assisting Party must communicate directly with the Requesting Party in order to execute an Event Agreement.
- C. ASSESSMENT OF AVAILABILITY OF RESOURCES AND ABILITY TO RENDER ASSISTANCE: When contacted by a Requesting Party, or by the State EOC on behalf of a Requesting Party, the Authorized Representative of any member political subdivision agrees to assess local resources to determine available personnel, equipment and other assistance.

- D. **SUPERVISION AND CONTROL:** When providing assistance under the terms of this Agreement, the personnel, equipment, and resources of any Assisting Party will be under the operational control of the Requesting Party, which shall advise supervisory personnel of the Assisting Party of work tasks, for assignment to personnel. Direct supervision and control of personnel, equipment and resources shall remain with the designated supervisory personnel of the Assisting Party. The designated supervisory personnel of the Assisting Party shall: maintain daily personnel time records, material records, and a log of equipment hours; be responsible for the operation and maintenance of the equipment and other resources furnished by the Assisting Party; and shall report work progress to the Requesting Party. The Assisting Party's personnel and other resources shall remain subject to recall by the Assisting Party at any time, subject to reasonable notice to the Requesting Party. At least twenty-four hour advance notification of intent to withdraw personnel or resources shall be provided to the Requesting Party unless such notice is not practicable, in which case such notice as is reasonable shall be provided.
- E. **FOOD, HOUSING, AND SELF-SUFFICIENCY:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility of providing food and housing for the personnel of the Assisting Party from the time of their arrival at the designated location to the time of their departure. However, Assisting Party personnel and equipment should be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. The Requesting Party may specify only self-sufficient personnel and resources in its request for assistance.
- F. **COMMUNICATIONS:** Unless specifically instructed otherwise, the Requesting Party shall have the responsibility for coordinating communications between the personnel of the Assisting Party and the Requesting Party. Assisting Party personnel should be prepared to furnish communications equipment sufficient to maintain communications among their respective operating units.
- G. **RIGHTS AND PRIVILEGES:** Whenever the officials, employees and volunteers of the Assisting Party are rendering aid pursuant to this Agreement, such employees shall have the powers, duties, rights, privileges, and immunities, and shall receive the compensation, incidental to their employment or position.
- H. **TERM OF DEPLOYMENT:** The initial duration of a request for assistance is normally seven days and may be extended, if necessary, in seven day increments. However, the duration may be shorter or longer as reflected in the Event Agreement.
- I. **SUMMARY REPORT:** Within ten days of the return of all personnel deployed under SMA, the Requesting Party will prepare a Summary Report of the event, and provide copies to each Assisting Party and to the Department. The Report shall be in a format prescribed by the Department and shall include a chronology of events and description of personnel, equipment and materials provided by one party to the other.

### SECTION 3. REIMBURSABLE EXPENSES

The terms and conditions governing reimbursement for any assistance provided pursuant to this Resolution shall be in accordance with the following provisions, unless otherwise agreed upon by the Requesting and Assisting Parties and specified in the Event Agreement.

- A. **PERSONNEL:** During the period of assistance, the Assisting Party shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. The Requesting party shall reimburse the Assisting Party for all direct and indirect payroll costs and expenses (including travel expenses, benefits, workers' compensation claims and expenses) incurred during the period of assistance, unless agreed to otherwise by the parties in the Event Agreement.

- B. **EQUIPMENT:** The Assisting Party shall be reimbursed by the Requesting Party for the use of its equipment during the period of assistance according to either a pre-established local or state hourly rate or according to the actual replacement, operation, and maintenance expenses incurred. For those instances in which some costs may be reimbursed by the Federal Emergency Management Agency, the eligible direct costs shall be determined in accordance with 44 CFR 206.228, or other regulations in effect at the time of the Disaster. Each Party shall maintain its own equipment in safe and operational condition. At the request of the Assisting Party, fuels, miscellaneous supplies, and minor repairs may be provided by the Requesting Party, if practical. If the equipment charges are based on a pre-established local or state hourly rate, then these charges to the Requesting Party shall be reduced by the total value of the fuels, supplies, and repairs furnished by the Requesting Party and by the amount of any insurance proceeds received by the Assisting Party.
- C. **MATERIALS AND SUPPLIES:** The Assisting Party shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel and maintenance materials, labor and supplies, which shall be included in the equipment rate established above, unless such damage is caused by gross negligence, or willful and wanton misconduct of the Assisting Party's personnel. The measure of reimbursement shall be determined in accordance with 44CFR 206.228 or other regulations in effect at the time of the disaster. In the alternative, the Parties may agree that the Requesting Party will replace, with like kind and quality as determined by the Assisting Party, the materials and supplies used or damaged. If such an agreement is made, it shall be reduced to writing and transmitted to the Department.
- D. **RECORD KEEPING:** The Assisting Party shall maintain records and submit invoices for reimbursement by the Requesting Party in accordance with existing policies and practices. Requesting Party and Department finance personnel shall provide information, directions, and assistance for record keeping to Assisting party personnel. Later, Department personnel will provide assistance to the Requesting Party in seeking federal/state reimbursement.
- E. **PAYMENT:** Unless otherwise mutually agreed, the Assisting Party shall bill the Requesting Party for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or State regulations. The Requesting Party shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement, unless otherwise agreed upon.
- F. **WAIVER OF REIMBURSEMENT:** A member political subdivision may assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided.

#### SECTION 4. INSURANCE

- A. **WORKERS' COMPENSATION COVERAGE:** Each member political subdivision shall be responsible for its own actions and those of its employees and is responsible for complying with the Virginia Workers' Compensation Act.
- B. **AUTOMOBILE LIABILITY COVERAGE:** Each member political subdivision shall be responsible for its own actions and is responsible for complying with the Virginia motor vehicle financial responsibility laws. Member political subdivisions agree to obtain automobile liability coverage with a limit of at least \$1,000,000 combined single limit and coverage for owned, non-owned, and hired vehicles. It is understood that the local government may include in the emergency response volunteer companies that have motor vehicles titled in the name of the volunteer company. It is the responsibility of each member political subdivision to determine if the volunteer company has automobile liability coverage as outlined in this section.

- C. GENERAL LIABILITY, PUBLIC OFFICIALS LIABILITY, AND LAW ENFORCEMENT LIABILITY: To the extent permitted by law and without waiving sovereign immunity, each member political subdivision shall be responsible for any and all claims, demands, suits, actions, damages, and causes for action related to or arising out of or in any way connected with its own actions, and the actions of its personnel in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Resolution. Each member political subdivision agrees to obtain general liability, public officials liability and law enforcement liability, if applicable, with minimum single limits of no less than one million dollars.

#### SECTION 5. ROLE OF THE DEPARTMENT OF EMERGENCY MANAGEMENT

The Department shall, during normal operations, provide staff support to political subdivisions, officers and authorized agencies, serve as the central depository for agreements, resolutions, ordinances and executive orders, maintain a current listing of member political subdivisions, and provide a copy of this listing to each on an annual basis. The State EOC shall, during emergency operations, (1) request mutual aid on behalf of a member political subdivision, under the circumstances identified in this Agreement, (2) keep a record of all Requests for Assistance and Acknowledgments, (3) report on the status of ongoing emergency or disaster-related mutual aid as appropriate, and assist participants in meeting all procedural and other requirements, including those pertaining to federal and statecost reimbursement.

#### SECTION 6. SEVERABILITY AND THE EFFECT ON OTHER RESOLUTIONS

Should any portion, section, or subsection of this Resolution be held to be invalid by a court of competent jurisdiction, that fact shall not affect or invalidate any other portion, section or subsection; and the remaining portions of this Resolution shall remain in full force and effect without regard to the section, portion, or subsection or power invalidated. In the event that any parties to this Resolution have entered into other mutual aid agreements, those parties agree that said agreement will remain in effect unless they conflict in principle with this Resolution in which case they are superseded by this Resolution. In the event that two or more parties to this Resolution have not entered into another agreement, and the parties wish to engage in mutual aid, then the terms and conditions of this Resolution shall apply between those parties.

ATTEST:

City Clerk

ADOPTED BY POLITICAL SUBDIVISION:

\_\_\_\_\_

DATE: \_\_\_\_\_

I certify that the foregoing is an accurate copy of the Resolution/Ordinance adopted by the City Council on \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*

COMMONWEALTH OF VIRGINIA  
DEPARTMENT OF EMERGENCY MANAGEMENT

ACKNOWLEDGED BY \_\_\_\_\_, \_\_\_\_\_  
(Name of Official) (Title)

DATE: \_\_\_\_\_



January 2, 2001

The Honorable Ralph K. Smith, Mayor, and Members of City Council  
Roanoke, Virginia

Dear Mayor and Members of Council:

Subject: Extension of RNDC's Contract

Background:

In December 1999, the City of Roanoke entered into an agreement with the Roanoke Neighborhood Development Corporation, a public/private partnership in a nonprofit corporation and the Roanoke Redevelopment and Housing Authority.

As you are aware, RNDC was created for the purpose of improving, development and redeveloping certain blighted and unsightly areas in the Henry Street area in what is commonly referred to today as the Gainsboro Redevelopment Area.

The agreement obligated the City to provide \$375,000 in General funds as a capital contribution to be matched by RNDC. RNDC was given until December 31, 2000, to raise the \$75,000 needed to match the initial grant of \$75,000. However, the agreement also set forth a provision stating that the City, at RNDC's request, may grant a six-month extension.

I have received a letter from RNDC requesting an extension, as well as an update of the group's progress. While RNDC has requested additional time, it should be noted the organization is well on its way to securing funds to meet the match. The extension request will move the date of performance to June 30, 2001.

Recommended Action:

Authorize the City Manager to extend RNDC's contract six (6) months as provided in the original contract.

Respectfully submitted,

Darlene L. Burcham  
City Manager

c: City Clerk  
City Attorney  
Director of Finance

#01-03

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

A RESOLUTION approving the extension of the deadline of the three-party agreement by and among the City of Roanoke, the Roanoke Neighborhood Development Corporation (RNDC) and the City of Roanoke Redevelopment and Housing Authority (RRHA) by six (6) months regarding the completion of the development and redevelopment of certain blighted and unsightly areas in the City, and authorizing the City Manager to execute the requisite extension agreement.

WHEREAS, Resolution No. 34598-122099, adopted December 20, 1999, authorized the execution of the three-party agreement between the parties dated December 20, 1999;

WHEREAS, this agreement contained a provision under the Section titled "Time of Performance" that the parties may mutually agree in writing to extend the deadline of December 31, 2000, of this agreement by not more than six (6) months; and

WHEREAS, RNDC has requested a six-month extension as set forth above and City Council has no objection to such extension.

THEREFORE, BE IT RESOLVED by the Council of the City of Roanoke as follows:

1. That the City Manager and the City Clerk are hereby authorized, for and on behalf of the City, to execute and attest, respectively, the requisite agreement extending the deadline of the three-party agreement by and among the City of Roanoke, the Roanoke Neighborhood Development Corporation and the City of Roanoke Redevelopment and Housing Authority, dated December 20, 1999, for a period of six (6) months from December 31, 2000, to June 30, 2001.

2. The form of the extension agreement shall be approved by the City Attorney.

ATTEST:

City Clerk.

Department of Finance  
City of Roanoke, Virginia

January 2, 2001

**TO:** Honorable Mayor and Members of City Council

**FROM:** James D. Grisso, Director of Finance

**SUBJECT:** November Financial Report

This financial report covers the first five months of the 2000-2001 fiscal year. The following narrative discusses revenues and expenditures to date.

### **REVENUE**

General Fund revenues reflect an increase of 3.58% or \$1,947,000 compared to FY00. Variances in specific categories of revenues are as follows:

**General Property Taxes** are up 6.08% or \$1,435,000. The first installment of real estate tax was due on or before October 5. Real estate tax revenue through the end of November has increased over the same period in the prior fiscal year as a result of earlier receipt of payments and increased collection of delinquent taxes. Real estate tax revenues are projected to increase approximately 4% from the prior year. Personal property tax revenue is ahead of both the prior year and the current year budgetary projections, although the majority of this revenue is received in the Spring. Public Service tax was also up due to a timing difference.

**Permits, Fees and Licenses** decreased 11.77% or \$44,000 due to declines in building inspection and electrical inspection fees.

**Revenue from Use of Money and Property** declined 6.32% or \$35,000. The State is billed for use of the Commonwealth Building monthly based on estimated operating and maintenance costs. In August of FY00, the State was billed for the amount that actual costs exceeded estimated costs, producing significantly higher revenue in FY00. No additional amounts were billed in FY01. This decrease is partially offset by an increase in interest income resulting from higher average daily cash balances in the General Fund.

**Grants-in Aid Federal Government** increased 100.58% or \$9,000 due to a timing difference in the receipt of FEMA revenue.

**Charges for Services** rose \$179,000 or 17.11% due to an increase in weed cutting and demolitions charges which is partially offset by a decline in EMS billings.

**Miscellaneous Revenue** is up \$19,000 resulting from having two surplus sales in fiscal year 2001 as opposed to one sale at this same point in time in the prior year. An increase in the volume of surplus vehicles necessitated the additional sale in the current fiscal year.

**Internal Services** decreased 17.72% or \$93,000. Declines in street maintenance, custodial and engineering billings are partially offset by an increase in building maintenance and fire safety airport billings.

## **EXPENDITURES AND ENCUMBRANCES**

General fund expenditures and encumbrances have increased 7.08% or \$5,351,000 since FY00. Variances in individual expenditure categories are discussed as follows:

**General Government** expenditures have increased 6.30% or \$287,000, as a result of the incorporation of Assistant City Managers expenditures that were previously accounted for in their own departments and increased expenditures in the Commissioner of the Revenue's department related to the Personal Property Tax Relief Act.

**Judicial Administration** expenditures are up \$357,000 or 18.49%. Juvenile and Domestic Relations Court Services costs to house children detained by the courts have increased from the prior year. Beginning in June 2000, children detained by the court are housed at the Roanoke Valley Detention Center instead of the City-operated detention home. Expenditures of the City-operated juvenile detention home were reported under the Public Safety category in prior years.

**Public Works** expenditures increased 6.96% or \$752,000. Annual paving program expenditures have increased. Solid waste management recycling expenditures are up due to the purchase of approximately 27,000 recycling containers. These increases are partially offset by a decline in personnel and supply costs of the parks and grounds maintenance department.

**Community Development** expenditures have gone up 19.33% or \$286,000. This is due to across the board increases in the Planning and Code Enforcement Department related to its recent re-organization and the opening of a new office at an off-site location for the Department of Economic Development.

**Transfer to Debt Service Fund** is up \$1,084,000 or 14.71% on a year-to-date basis due to our requirement to make the first payment on the Series 1999 General Obligation Bonds. This was partially offset by decreased principal payments made on the Series 1994 and 1997B General Obligation Bonds.

**Transfer to School Fund** is up 6.49% or \$1,161,000 as a result in the increase in local funding of the schools and the appropriation of \$613,714 of the \$1,508,691 in CMERP funds allocated to the schools.

**Nondepartmental** expenditures increased 51.90% or \$1,321,000. Transfers to the Capital Projects Fund increased due to transfers of funding for Greater Gainsboro property acquisition, infrastructure and garage. Funds were also transferred for the new police building and various capital projects.

I would be pleased to answer questions which City Council may have regarding the monthly financial statements.

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Director of Finance

JDG/AFS  
Attachments

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE permanently vacating, discontinuing and closing certain public right-of-way in the City of Roanoke, Virginia, as more particularly described hereinafter.

WHEREAS, Bernard Abbott filed an application to the Council of the City of Roanoke, Virginia, in accordance with law, requesting the Council to permanently vacate, discontinue and close the public right-of-way described hereinafter; and

WHEREAS, the City Planning Commission, after giving proper notice to all concerned as required by §30-14, Code of the City of Roanoke (1979), as amended, and after having conducted a public hearing on the matter, has made its recommendation to Council; and

WHEREAS, a public hearing was held on said application by the City Council on December 18, 2000, after due and timely notice thereof as required by §30-14, Code of the City of Roanoke (1979), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said application; and

WHEREAS, it appearing from the foregoing that the land proprietors affected by the requested closing of the subject public right-of-way have been properly notified; and

WHEREAS, from all of the foregoing, the Council considers that no inconvenience will result to any individual or to the public from permanently vacating, discontinuing and closing said public right-of-way.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke, Virginia, that the public right-of-way situate in the City of Roanoke, Virginia, and more particularly described as follows:

That section of Edge Hill Avenue, S. E., that extends in a westerly direction from 19<sup>th</sup> Street, S. E., for an approximate distance of 210 feet to an intersection with 18<sup>th</sup> Street, S. E.,

be, and is hereby permanently vacated, discontinued and closed, and that all right and interest of the public in and to the same be, and hereby is, released insofar as the Council of the City of Roanoke is empowered so to do with respect to the closed portion of the right-of-way, reserving however, to the City of Roanoke and any utility company, including, specifically, without limitation, providers to or for the public of cable television, electricity, natural gas or telephone service, an easement for sewer and water mains, television cable, electric wires, gas lines, telephone lines, and related facilities that may now be located in or across said public right-of-way, together with the right of ingress and egress for the maintenance or replacement of such lines, mains or utilities, such right to include the right to remove, without the payment of compensation or damages of any kind to the owner, any landscaping, fences, shrubbery, structure or any other encroachments on or over the easement which impede access for maintenance or replacement purposes at the time such work is undertaken; such easement or easements to terminate upon the later abandonment of use or permanent removal from the above-described public right-of-way of any such municipal installation or other utility or facility by the owner thereof.

BE IT FURTHER ORDAINED that the applicant shall submit to the Subdivision Agent, receive all required approvals of, and record with the Clerk of the Circuit Court for the City of Roanoke, a subdivision plat, with said plat combining all properties which would otherwise be landlocked by the requested closure, or otherwise disposing of the land within the right-of-way to be vacated in a manner consistent with law, designating the land within the vacated right-of-way on said subdivision plat as a separate and individual non-buildable lot, and retaining appropriate easements, together with the right of ingress and egress over the same, for the installation and maintenance of any and all existing utilities that may

be located within the right-of-way. The plat also shall include a covenant that states that no structure shall be built on said lot, or area of land, which is within the vacated right-of-way.

BE IT FURTHER ORDAINED that the applicant shall, upon meeting all other conditions to the granting of the application, deliver to the Clerk of the Circuit Court of the City of Roanoke, Virginia, a certified copy of this ordinance for recordation where deeds are recorded in said Clerk's Office, indexing the same in the name of the City of Roanoke, Virginia, as Grantor, and in the name of the Petitioner, and the names of any other parties in interest who may so request, as Grantees, and pay such fees and charges as are required by the Clerk to effect such recordation.

BE IT FURTHER ORDAINED that the applicant shall, upon a certified copy of this ordinance being recorded by the Clerk of the Circuit Court of the City of Roanoke, Virginia, where deeds are recorded in said Clerk's Office, file with the City Engineer for the City of Roanoke, Virginia, the Clerk's receipt, demonstrating that such recordation has occurred.

BE IT FINALLY ORDAINED that if the above conditions have not been met within a period of six (6) months from the date of the adoption of this ordinance, then said ordinance shall be null and void with no further action by City Council being necessary.

ATTEST:

City Clerk.



IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the granting of an easement across City-owned property located at 5<sup>th</sup> Street and Luck Avenue, S.W., to Cox Communications, Inc., for the installation of a concrete pad and electrical equipment cabinet to provide telecom circuit protection, upon certain terms and conditions.

WHEREAS, a public hearing was held on December 18, 2000, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said conveyance.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that the City Manager and City Clerk are hereby authorized to execute and attest, respectively, in a form approved by the City Attorney, the necessary document granting an easement across City-owned property located at 5<sup>th</sup> Street and Luck Avenue, S.W., to Cox Communications, Inc., for the installation of a concrete pad and electrical equipment cabinet to provide telecom circuit protection, upon certain terms and conditions, as more particularly set forth in the report of the Water Resources Committee dated December 4, 2000.

ATTEST:

City Clerk.

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the donation and conveyance of a 15' easement across City owned property known as the Lincoln Terrace Elementary School site to Verizon, for installation of underground facilities, upon certain terms and conditions.

WHEREAS, a public hearing was held on December 18, 2000, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said conveyance.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that the City Manager and City Clerk are hereby authorized to execute and attest, respectively, in a form approved by the City Attorney, the necessary document donating and conveying a 15' easement across City owned property known as the Lincoln Terrace Elementary School site to Verizon, for installation of underground facilities to upgrade the telephone service to the school, upon certain terms and conditions, as more particularly set forth in the report of the Water Resources Committee dated December 4, 2000.

ATTEST:

City Clerk

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE granting a revocable license to permit the construction and encroachment of a paved parking area twenty-five (25) feet into the public right-of-way in front of the property located at 1313 Peters Creek Road, N.W., and bearing Official Tax No. 2770604, upon certain terms and conditions.

WHEREAS, a public hearing was held on December 18, 2000, pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said conveyance.

THEREFORE, BE IT ORDAINED by the Council of the City of Roanoke that:

1. Permission is hereby granted the current owner, Mary Rapoport ("Licensee") and its grantees, assignees, or successors in interest, of the property bearing Official Tax No. 2770604, otherwise known as 1313 Peters Creek Road, N.W., within the City of Roanoke, to permit the construction and encroachment of a paved parking area twenty-five (25) feet into the public right-of-way of Peters Creek Road, N.W., as more fully described in a report of the Water Resources Committee dated December 4, 2000.

2. Said license, granted pursuant to §15.2-2010, Code of Virginia (1950), as amended, shall be revocable at the pleasure of the Council of the City of Roanoke and subject to all the limitations contained in the aforesaid §15.2-2010.

3. It shall be agreed by the Licensee that, in maintaining such encroachment, the Licensee and its grantees, assignees, or successors in interest shall agree to indemnify and save harmless the City of Roanoke, its officials, officers and employees from all claims for injuries or damages to persons or property that may arise by reason of the above-described encroachment in the public right-of-way.

4. Licensee, its grantors, assigns or successor in interest shall for the duration of this license maintain on file with the City Clerk's Office evidence of insurance coverage in the amounts not less than \$300,000.00. This insurance requirement may be met by either homeowner's insurance or commercial general liability insurance. Certificate of insurance must list the City of Roanoke, its officers, employees, agents and volunteers as additional insureds. Certificate shall state that insurance may not be canceled or materially altered without 30 days written advance notice of such cancellation or alteration being provided to the Director of Utilities and Operations of the City of Roanoke.

5. The City Clerk shall transmit an attested copy of this ordinance to Mary Rapoport, 3401 West Ridge Road, S.W., Roanoke, Virginia 24014.

6. This ordinance shall be in full force and effect at such time as a copy, duly signed, sealed, and acknowledged by Mary Rapoport, has been admitted to record, at the cost of the Licensee, in the Office of the Clerk of the Circuit Court of the City of Roanoke and shall remain in effect only so long as a valid, current certificate evidencing the insurance required in Paragraph 4 above is on file in the office of the City Clerk.

ATTEST:

City Clerk.

**ACCEPTED and EXECUTED** by the undersigned this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

\_\_\_\_\_  
**Mary Rapoport**

COMMONWEALTH OF VIRGINIA      §  
   § To-Wit:  
\_\_\_\_\_  
   §

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this \_\_\_\_\_ day  
of \_\_\_\_\_, \_\_\_\_\_, by **Mary Rapoport**.

My Commission expires:\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

IN THE COUNCIL OF THE CITY OF ROANOKE, VIRGINIA,

AN ORDINANCE authorizing the proper City officials to enter into a lease agreement between the City and Sandra Rouse, for use of a 12.17-acre tract of land for agricultural purposes, upon certain terms and conditions.

WHEREAS, a public hearing was held on December 18, 2000 pursuant to §§15.2-1800(B) and 1813, Code of Virginia (1950), as amended, at which hearing all parties in interest and citizens were afforded an opportunity to be heard on said conveyance.

BE IT ORDAINED by the Council of the City of Roanoke that the City Manager and City Clerk are authorized to execute and attest, respectively, on behalf of the City of Roanoke, in form approved by the City Attorney, the appropriate lease agreement with Sandra Rouse, for the lease of a 12.17-acre tract of land, identified by Roanoke County Tax No. 089.00-03-00-0000), located along Back Creek for agricultural purposes to provide pasture for horses, for a five (5) year period, effective January 15, 2001, at an annual rental of \$10.00 per acre per year, and upon such other terms and conditions as are deemed appropriate and as more particularly set forth in the report to this Council dated December 4, 2000.

ATTEST:

City Clerk.



**WYATT  
35181**

***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***JANUARY 2, 2001  
12:15 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order--Roll Call: All Present.**

A communication from the City Attorney requesting a Closed Meeting to consult with legal counsel on a matter of actual litigation, pursuant to Section 2.1-344 (A)(7), Code of Virginia (1950), as amended. (Approved 7-0)

A communication from the Honorable Ralph K. Smith, Mayor, requesting a Closed Meeting to discuss vacancies on various authorities, boards, commissions and committees appointed by Council, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended. (Approved 7-0)

A communication from the Honorable C. Nelson Harris, Chair, City Council Personnel Committee, requesting a Closed Meeting to discuss the performance of three Council-Appointed Officers, pursuant to Section 2.1-344 (A)(1), Code of Virginia (1950), as amended. (Approved 7-0)

**THE MEETING OF ROANOKE CITY COUNCIL WAS DECLARED  
IN RECESS AT 12:20 P.M., TO BE RECONVENED AT 2:00 P.M., IN  
THE CITY COUNCIL CHAMBERS.**



***ROANOKE CITY COUNCIL  
REGULAR SESSION***

***JANUARY 2, 2001  
2:00 P.M.***

***CITY COUNCIL CHAMBER***

***AGENDA FOR THE COUNCIL***

**1. Call to Order -- Roll Call: All Present.**

**The Invocation was delivered by Council Member C. Nelson Harris.**

**The Pledge of Allegiance to the Flag of the United States of America was led by Mayor Ralph K. Smith.**

**Welcome. Mayor Smith.**

**NOTICE:**

Meetings of Roanoke City Council are televised live on RVTN Channel 3. Today's meeting will be replayed on Channel 3 on Thursday, January 4, 2001, at 7:00 p.m., and Saturday, January 6, 2001, at 4:00 p.m.



## **ANNOUNCEMENTS:**

**THE PUBLIC IS ADVISED THAT MEMBERS OF COUNCIL RECEIVE THE CITY COUNCIL AGENDA AND RELATED COMMUNICATIONS, REPORTS, ORDINANCES AND RESOLUTIONS, ETC., ON THE THURSDAY PRIOR TO THE COUNCIL MEETING TO PROVIDE SUFFICIENT TIME FOR REVIEW OF INFORMATION. CITIZENS WHO ARE INTERESTED IN OBTAINING A COPY OF ANY ITEM LISTED ON THE AGENDA MAY CONTACT THE CITY CLERK'S OFFICE, ROOM 456, NOEL C. TAYLOR MUNICIPAL BUILDING, 215 CHURCH AVENUE, S. W., OR CALL 853-2541.**

**THE CITY CLERK'S OFFICE NOW PROVIDES THE ENTIRE CITY COUNCIL AGENDA PACKAGE ON THE INTERNET FOR VIEWING AND RESEARCH PURPOSES. TO ACCESS THE AGENDA MATERIAL, GO TO THE CITY'S HOMEPAGE AT [WWW.CI.ROANOKE.VA.US](http://WWW.CI.ROANOKE.VA.US), CLICK ON THE ROANOKE CITY COUNCIL ICON, CLICK ON MEETINGS AND AGENDAS, AND DOWNLOAD THE ADOBE ACROBAT SOFTWARE TO ACCESS THE AGENDA.**

**ALL PERSONS WISHING TO ADDRESS COUNCIL ARE REQUESTED TO REGISTER WITH THE STAFF ASSISTANT WHO IS LOCATED AT THE ENTRANCE TO COUNCIL CHAMBER.**

## **CONSENT AGENDA**

**(APPROVED 7 - 0)**

**ALL MATTERS LISTED UNDER THE CONSENT AGENDA ARE CONSIDERED TO BE ROUTINE BY THE MEMBERS OF CITY COUNCIL AND WILL BE ENACTED BY ONE MOTION. THERE WILL BE NO SEPARATE DISCUSSION OF THE ITEMS. IF DISCUSSION IS DESIRED, THE ITEM WILL BE REMOVED FROM THE CONSENT AGENDA AND CONSIDERED SEPARATELY.**

- C-1 Minutes of the regular meetings of City Council held on Monday, July 3, 2000, Monday, July 17, 2000; and the Planning Retreat held on July 20 - 21, 2000.

RECOMMENDED ACTION: Dispense with the reading thereof and approve as recorded.

- C-2 A communication from the City Manager requesting that Council schedule a public hearing with regard to Victory Stadium for Monday, January 29, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chamber.

RECOMMENDED ACTION: Concur in request.

**File #122**

- C-3 A communication from the City Manager requesting that the City Clerk be authorized to advertise a public hearing with regard to I-73 for Tuesday, January 16, 2001, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chamber.

RECOMMENDED ACTION: Concur in request.

**File #20-544**

- C-4 Minutes of the Audit Committee meeting which was held on Monday, December 4, 2000.

RECOMMENDED ACTION: Receive and file.

**File #300**

- C-5 Minutes of the Greater Roanoke Transit Company Audit Committee meeting which was held on Monday, December 4, 2000.

RECOMMENDED ACTION: Receive and file.

**File #55**

- C-6 Qualification of the following persons:

Elizabeth Neu as a City representative to fill the unexpired term of Phillip F. Sparks, resigned; and William D. Bestpitch as a City representative to fill the unexpired term of James O. Trout, deceased, to Virginia's First Regional Industrial Facility Authority ending September 24, 2002;and  
**File #315-110-207-526**

Elizabeth Neu as a member of the Economic Development Commission, to fill the unexpired term of Phillip F. Sparks, resigned, ending June 30, 2001.

**File # 15-110-450**

RECOMMENDED ACTION: Receive and file.

### **REGULAR AGENDA**

**3. HEARING OF CITIZENS UPON PUBLIC MATTERS: NONE.**

**4. PETITIONS AND COMMUNICATIONS: NONE.**

**5. REPORTS OF OFFICERS:**

a. CITY MANAGER:

#### **BRIEFINGS:**

1. Briefing with regard to the National Pollution Discharge Elimination System, Phase II. (30 minutes)

**Received and filed.**

**File #199-529**

#### **ITEMS RECOMMENDED FOR ACTION:**

2. A communication recommending participation in the Statewide Mutual Aid Agreement and authorization to execute any required documents.

**Adopted Resolution No. 35181-010201. (7-0)**

**File #188**

3. A communication recommending authorization to extend the contract with the Roanoke Neighborhood Development Corporation for an additional six months as provided in the original contract.

**Adopted Resolution No. 35182-010201. (7-0)  
File #165-434**

**The City Manager was requested to schedule a 2:00 p.m. Council briefing with regard to the RNDC Project, including financial information on the amount of funds appropriated by the City to the project since its inception and accomplishments to date.**

**b. DIRECTOR OF FINANCE:**

1. Financial report for the month of November, 2000.

**Council Member White questioned the Civic Center fund budget, which reflects an operating loss of approximately \$736,522.00 in fiscal year 2001, compared to \$640,744.00 in fiscal year 2000, and requested an explanation regarding the increased deficit; whereupon, the Director of Finance advised that he would provide Council with additional information.**

**Also pertaining to the Civic Center, Council engaged in a discussion regarding a new policy in connection with the addition of \$1.00 per ticket in lieu of a parking fee, the new policy regarding sale of alcohol, and the Civic Center rental fee policy; whereupon, Council Member Wyatt requested that the Roanoke Civic Center Commission review the policy of imposing \$1.00 per ticket on each ticketed event, in lieu of a parking fee.**

**The City Manager suggested that Council meet with the Roanoke Civic Center Commission to discuss the above-referenced topics, as well as pending future needs regarding expansion and parking at the Civic Center.**

**The financial report was received and filed.  
File #10-192**

**6. REPORTS OF COMMITTEES: NONE.**

**7. UNFINISHED BUSINESS: NONE.**

**8. INTRODUCTION AND CONSIDERATION OF ORDINANCES AND RESOLUTIONS:**

- a. Ordinance No. 35176, on second reading, permanently vacating, discontinuing and closing a certain section of Edge Hill Avenue, S. E., extending in a westerly direction from 19<sup>th</sup> Street, for an approximate distance of 210 feet to the intersection with 18<sup>th</sup> Street.

**Adopted Ordinance No. 35176-010201 (7-0)**  
**File #514**

- b. Ordinance No. 35177, on second reading, authorizing the granting of an easement across City-owned property located at 5<sup>h</sup> Street and Luck Avenue, S. W., to Cox Communications, Inc., for installation of a concrete pad and electrical equipment cabinet to provide telecom circuit protection, upon certain terms and conditions.

**Adopted Ordinance No. 35177-010201. (7-0)**  
**File #28-514-448-468**

- c. Ordinance No. 35178, on second reading, authorizing the donation and conveyance of a 15-foot easement across City-owned property known as the Lincoln Terrace Elementary School site to Verizon, for installation of underground facilities, upon certain terms and conditions.

**Adopted Ordinance No. 35178-010201. (7-0)**  
**File #28-166-291-383-467-468**

- d. Ordinance No. 35179, on second reading, granting a revocable license to permit the construction and encroachment of a paved parking area 25-feet into the public right-of-way in front of the property located at 1313 Peters Creek Road, N. W., identified as Official Tax No. 2770604, upon certain terms and conditions.

**Adopted Ordinance No. 35179-010201. (7-0)**  
**File #322-468-514**

- e. Ordinance No. 35180, on second reading, authorizing the proper City officials to enter into a lease agreement between the City and Sandra Rouse, for use of a 12.17-acre tract of land for agricultural purposes, upon certain terms and conditions.

**Adopted Ordinance No. 35180-010201. (7-0)  
File #373-468**

## **9. MOTIONS AND MISCELLANEOUS BUSINESS:**

- a. Inquiries and/or comments by the Mayor, Vice-Mayor and Members of City Council.

**The Mayor presented a proposal with regard to composition of a Blue Ribbon Committee to review the number of, overall structure, and process of appointment of persons to Council-Appointed boards, commissions and committees.**

**It was the consensus of Council to engage in a work session immediately following the Greater Roanoke Valley Leaders Summit on Monday, January 8, at 12:00 noon at the Jefferson Center, Fitzpatrick Hall, to discuss the process of appointments to boards, commissions and committees.**

**File #110**

**The Mayor declared the meeting in recess for continuation of the previously approved Closed Sessions.**

- b. Vacancies on various authorities, boards, commissions and committees appointed by Council.

## **10. OTHER HEARING OF CITIZENS UPON PUBLIC MATTERS:**

**CITY COUNCIL SETS THIS TIME AS A PRIORITY FOR CITIZENS TO BE HEARD. IT IS A TIME FOR CITIZENS TO SPEAK AND A TIME FOR COUNCIL TO LISTEN. MATTERS REQUIRING REFERRAL TO THE CITY MANAGER WILL BE REFERRED,**

**WITHOUT OBJECTION, IMMEDIATELY, FOR ANY NECESSARY AND APPROPRIATE RESPONSE, RECOMMENDATION OR REPORT TO COUNCIL.**

**THE MEETING OF ROANOKE CITY COUNCIL WAS DECLARED IN RECESS TO BE RECONVENED ON TUESDAY, JANUARY 8, 2001, AT 12:00 NOON, AT WHICH TIME CITY COUNCIL IS SCHEDULED TO HOST A WORK SESSION WITH ELECTED-OFFICIALS FROM SURROUNDING LOCALITIES AND TO ENGAGE IN FURTHER DIALOGUE WITH REGARD TO THE PROCESS FOR APPOINTMENTS TO COUNCIL-APPOINTED BOARDS, COMMISSIONS AND COMMITTEES, IN FITZPATRICK HALL, AT THE JEFFERSON CENTER, 541 LUCK AVENUE, S. W., CITY OF ROANOKE.**

**CERTIFICATION OF CLOSED SESSION. (6-0)**

**(Vice-Mayor Carder left the meeting during the Closed Session.)**

**The following persons were appointed to the Advisory Board of Human Development:**

**Louis H. Patterson for a term ending November 30, 2003; and Clarence W. Hall for a term ending November 30, 2004.**